

Walter A. Moffat (Mesa)
Buzz Jessard JR
Bob Meyer JR
Mike McCarty (Mesa)
Roger Espar JR.
Tom Hornbeck 2/16/10 1-78

File 59878 Broadway
Mesa 9/ 3 1 78

THIS AGREEMENT, made this ____ day
of _____, 19____,
by and between the STATE OF ARIZONA,
acting by and through its STATE
HIGHWAY ENGINEER, thereunto duly
authorized, hereinafter designated
STATE, and the CITY OF MESA, acting
by and through its CITY MANAGER,
thereunto duly authorized, herein-
after designated CITY.

RECITALS:

For the safety and protection of the traveling public, it is necessary and desirable that certain improvements be made on the State Highway System in the City of Mesa. These improvements shall include, but not be limited to, the installation and maintenance of traffic signals at the intersection of State Route 87 (Country Club) and Broadway connection.

WHEREAS, the parties hereto for their mutual benefit desire to cooperate in the installation, operation and maintenance of the said improvements in the manner hereinafter stated, and

WHEREAS, it is the desire of the parties hereto to proceed with, and set out in writing their understandings and agreements pursuant to which the said improvements shall be made, and subsequently operated, maintained and replaced.

ARTICLE I

IN CONSIDERATION of the covenants of the State herein contained and the faithful performance thereof, the City agrees:

1. To provide and set aside sufficient funds to defray the costs of installation, operation and maintenance of said improvements on the State Highway System within the City.

2. In the event of any future construction projects involving the above-referenced intersection, the project plans shall include all details for the relocation and/or modification of any or all signal and/or illumination equipment, and such plans shall be submitted to the State for approval. All costs of this work shall be at the City's expense.

3. That any proposed modifications of traffic signals and/or highway lighting location(s) on the State Highway System shall be based on and supported by traffic studies. All proposed modifications shall be submitted to the State for approval.

4. To pick up at the Highway Department yard, in Phoenix, and to deliver to the site of the work all electrical materials, traffic signal equipment and other apparatus as necessary for the installation of said improvements.

5. To install in a good workmanlike manner, and in accordance with the State Highway Department Traffic Signal and Highway Lighting Systems Standard Drawings, 1964 Edition, General Specifications for Traffic Signal and Highway Lighting Systems, 1964 Edition, and Traffic Control Manual for Construction and Maintenance, incorporated herein by reference, and designated Proj. No. F-045-1-905 which plans are made a part hereof and incorporated by reference, all the electrical materials and apparatus necessary for completing the improvements as per mentioned plans at the aforementioned location. Work shall include, but not be limited to, all necessary excavation, backfill, pavement and sidewalk replacement as necessary, and painting of all equipment as required and as specified in the above publications.

6. To return all unused materials to the Highway Department yard, in Phoenix, upon completion of the work.

7. To permit the State or its authorized agent to inspect all equipment installed on the State Highway System within the City.

8. To furnish all labor, tools, and construction equipment necessary to replace damaged or defective materials and apparatus, and when deemed necessary and with the approval of the State, to install additional apparatus as may be required; all materials and apparatus, whether replacements or additions, to be State-furnished.

9. To provide each year sufficient funds necessary for the complete maintenance and operation of the said installation(s). Various items of maintenance shall include, but not be limited to the following:

- (a) Furnish electrical energy.
 - (b) Replace lamps semi-annually or as required by burn-out with approved long-life signal lamps. Lamps to be furnished by the City.
 - (c) Signal lenses and reflectors shall be thoroughly cleaned semi-annually, or sooner if required.
 - (d) Signal heads, brackets, poles, posts, control boxes, housings and conduits above-ground shall be repainted every 2 years, or sooner if required, to prevent corrosion and to maintain the good appearance of the equipment. State-approved paint to be furnished by the City.
 - (e) The signal heads shall be focused as required.
 - (f) Detailed maintenance records shall be kept and analyzed at regular intervals to determine future maintenance policies. Maintenance records shall include the date that each of the following was accomplished: cleaning, lamp replacing, painting, and similar items for each installation. Maintenance records shall be available for inspection by the Highway Department.
10. That maintenance shall continue until such time as, by mutual agreement, it is no longer necessary or desirable.

ARTICLE II

IN CONSIDERATION of the covenants herein contained and the faithful performance thereof, the State agrees:

1. To furnish all materials, traffic signal equipment, and other apparatus as necessary for said improvements.
2. To provide inspection during installation and engineering consultation as may be required during installation and subsequent maintenance of the signal system.
3. In future construction projects involving locations on the State Highway System within the City, the project plans shall include all details for the relocation and/or modification of any or all signal and/or illumination equipment, and such plans shall be submitted to the City for its approval. All costs of such work shall be at the State's expense.

4. To furnish replacements for damaged or defective materials and apparatus, and to furnish additional material or apparatus as may be required, based upon and supported by future traffic studies, this being subject to appropriation therefor.

5. To operate and maintain the traffic control apparatus unless the State requests the City to assume this responsibility and the City by written notice, concurs.

ARTICLE III

1. IN CONSIDERATION of these premises, it is mutually agreed: the State is bound by this agreement to furnish certain materials and apparatus as hereinbefore stated, and the City shall assume the sole responsibility for the acts of its officers and employees in the maintenance of the signals and lighting system and the work incidental thereto which the City has agreed by this contract to perform. Each agency in turn shall be held harmless from the negligence of the other agency or its employees or agents.

2. This contract shall remain in force and effect until such time as either party hereto notifies the other of its intent to no longer be bound by the agreements and provisions herein contained. Such notification shall be by registered mail and the contract will be of no force and effect thirty (30) days subsequent to the receipt of such notice. Notwithstanding anything to the contrary, nothing in this contract shall be construed as attempting or intending to obligate or require that monies not yet appropriated be furnished by either party hereto in supplying either the equipment or services as set out in this agreement.

3. The obligations undertaken by the respective parties hereto are of such a nature that they are annually included within a portion of each respective party's budget, and therefore there need not be a separate budget established to finance those expenditures set out in this agreement.

4. It is understood by both parties hereto that upon the termination of this agreement for any cause whatsoever, all properties which are the subject matter of this agreement are declared to be property of the Arizona Highway Department.

5. Any disposal of properties subject to this agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

6. The undersigned parties certify that prior approval for this agreement has been affirmed by the Arizona Highway Commission and the Mesa City Council.

ARTICLE IV.

If any provision of this agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this agreement are severable.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement this 24th day of March, 19 70. This agreement shall become effective ten (10) days after its filing with the Secretary of State.

STATE OF ARIZONA

WM. N. PRICE
State Highway Engineer

BY:

A. L. Chadwick
A. L. CHADWICK
Deputy State Engineer

CITY OF MESA

BY:

J. L. Vithone
City Manager

BY:

O. R. Luster
Public Work Director

Attest:

[Signature]

[Signature]

10-20-70
[Signature]